

COTTONWOOD HEIGHTS

RESOLUTION No. 2021-18

A RESOLUTION APPROVING AN AGREEMENT WITH MALEN PIERSON FOR PUBLIC ARTWORK

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met in regular session on 4 May 2021 to consider, among other things, approving an independent contractor agreement (the "*Agreement*") with Malen Pierson ("*Provider*") whereunder Provider will design, fabricate and install a sculpture on the grounds of the City's "city hall" building as described in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that the attached Agreement is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2021-18, shall take effect immediately upon passage.


PASSED AND APPROVED effective 4 May 2021.

ATTEST:

By: 
Paula Melgar, Recorder



COTTONWOOD HEIGHTS CITY COUNCIL

By: 
Michael J. Peterson, Mayor

VOTING:

Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Douglas Petersen	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tali C. Bruce	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Christine Watson Mikell	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 4th day of May 2021.

RECORDED this 5 day of May 2021.

Independent Contractor Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "*Agreement*") is entered into effective 4 May 2021 by and among **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121 ("*City*") and **MALEN PIERSON**, an individual whose address is P.O. Box 184, Lewiston, UT 84320 ("*Contractor*").

R E C I T A L S:

A. In or about October 2020, City issued a "Request for Proposals" (the "*RFP*") seeking proposals from artists to create a permanent outdoor public artwork—specifically, the sculpture of a tree—for placement at City's "City Hall" complex ("*City Hall*") located at our about 2277 East Bengal Blvd. in the City. A copy of the RFP is attached as an exhibit to this Agreement.

B. On or about 20 November 2020, Contractor submitted to City Contractor's proposal (the "*Proposal*") responding to the RFP. A copy of the Proposal also is attached as an exhibit to this Agreement.

C. Contractor has significant experience in providing services of the type needed by City.

D. City desires to retain Contractor to provide such services as specified in this Agreement.

E. The parties have determined that it is mutually advantageous to enter into this Agreement.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Engagement of Contractor.** City hereby engages Contractor, and Contractor hereby agrees, to perform the Services (defined below) as specified in this Agreement.

2. **Detailed Description of the Services.** In furtherance of this Agreement, Contractor shall do, perform, and carry out in good, professional and timely manner, the services described in the RFP and the Proposal (such work, together with all ancillary and additional services and materials as may be reasonable required to accomplish the desired result in a competent, comprehensive and finished manner, is referred to herein as the "*Services*"), including:

(a) *Design, Fabricate and Install Sculpture.* Immediately commence, and thereafter diligently pursue to completion, designing, fabricating and installing the sculpture as described in the RFP and the Proposal (the "*Sculpture*"), with installation to occur at the location at the City Hall complex specified by City in consultation with Contractor. Contractor shall design, fabricate and install the Sculpture in a good, workmanlike and finished manner in accordance with all applicable laws and best practices.

(b) **Additional Services.** Provide and perform any and all other services outlined in the RFP or the Proposal and such additional related services as City reasonably may direct or as may be reasonably needed to complete the project described in those documents and this Agreement in an attractive, fully finished manner as provided herein.

3. **Fees for Services.** City shall pay Contractor for Services actually and satisfactorily performed the total sum of \$14,000.00, allocated as specified in the Proposal.

4. **Method of Payment.** Within five business days after the date of this Agreement, City shall pay Contractor a \$7,000 downpayment for Contractor to use to acquire the necessary materials. The remaining \$7,000 of the contract sum shall be due and payable by City within ten business days after the Sculpture is properly completed and installed, and all other Services are properly performed, as provided in this Agreement.

5. **Services Performed in a Professional, Reasonable Manner.** Contractor shall perform the Services in a professional, reasonable, responsive manner in compliance with all laws and applicable standards of performance. Within ten days after the date of this Agreement, Contractor shall submit to City a weekly anticipated schedule of Contractor's performance of the Services. Further, Contractor shall promptly (within 24 hours or less) respond to all e-mails, voicemails and other communications from any of City's employees or the chair or vice-chair of City's "Arts Council" concerning the Services. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Contractor.

6. **Personnel, Equipment and Facilities.** Contractor shall at its sole cost furnish all supervision, personnel, labor, equipment, materials, supplies, work space, communication facilities, vehicles for transportation and identification cards, and shall obtain all licenses and permits, necessary or incidental to performing any and all of the Services. Contractor shall not use City staff as a means to perform the Services in lieu of using Contractor's own staff, nor shall Contractor perform any of the Services on City's premises or utilizing any City equipment or supplies.

7. **Term.** The deadline for completing the Services shall be 30 June 2021 or as otherwise mutually agreed.

8. **Independent Contractor Status.** Contractor shall perform the Services as an independent contractor, and all persons employed by Contractor in connection herewith shall be employees or independent contractors of Contractor and not employees of City in any respect.

(a) **Control.** Contractor shall have complete control and discretion overall personnel providing Services hereunder.

(b) **Salary and Wages.** Subject to Section 3, above, City shall not have any obligation or liability for the payment of any salaries, wages or other compensation to Contractor's personnel providing Services hereunder.

(c) No Employment Benefits. All personnel providing Services are and shall be and remain Contractor's employees, and shall have no right to any City pension, civil service, or any other City benefits pursuant to this Agreement or otherwise.

9. Termination. Either party may terminate this Agreement, without cause, upon at least 30 days' prior written notice to the other party. Either party also may terminate this Agreement for cause upon at least ten days' prior written notice and opportunity to cure to the defaulting party. Neither party shall have any liability to the other for damages nor other losses because of termination of this Agreement, provided; however, City shall pay Contractor all amounts due for actual work performed within the scope of Services before the effective date of the termination, as specified herein.

10. Insurance; Indemnification.

(a) Insurance. Contractor continuously shall maintain in full force and effect the insurance coverage described in the exhibit to the RFP.

(b) Indemnification. Contractor shall defend, indemnify, save and hold harmless City (including, without limitation, its elected and appointed officers, employees, successors and assigns) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorneys' fees and cost of suit), relating to or arising in any way from the Services provided, or to be provided, hereunder. Contractor shall so defend, indemnify, save and hold harmless City whether such demands, liabilities, claims, damages, actions and/or proceedings are attributable to the simple negligence, gross negligence, recklessness or intentional misconduct of Contractor (or any officers, employees, agents, subcontractors, etc. of Contractor), or under any other applicable legal theory, and shall be effective whether or not such negligence, recklessness or other misconduct reasonably was foreseeable. Nothing herein shall, however, require Contractor to indemnify as provided in this section with respect to (a) City's own negligence or intentional misconduct, or (b) any demand, liability, claim, damage, action and/or proceeding not alleged to relate to the Services provided, or to be provided, by Contractor hereunder.

11. Laws and Regulations. Contractor shall at all times comply with all applicable laws, statutes, rules, regulations, and ordinances, including without limitation, those governing wages, hours, desegregation, employment discrimination, workers' compensation, employer's liability and safety. Contractor shall comply with equal opportunity laws and regulations to the extent that they are applicable.

12. Non-Exclusive Rights. Nothing in the Agreement is to be construed as granting to Contractor any exclusive right to perform any or all Services (or similar services) now or hereafter required by City.

13. Conflict Resolution. Except as otherwise provided for herein, any dispute between the parties regarding the Services which is not disposed of by agreement shall be decided by City, which shall provide written notice of the decision to Contractor. Such decision by City shall be final unless Contractor, within 30 calendar days after such notice of City's decision, provides to City a written notice of protest, stating clearly and in detail the basis thereof. Contractor shall continue its

performance of this Agreement during such resolution. If the parties do not thereafter agree to a mutually-acceptable resolution, then they shall resolve the dispute pursuant to section 14 below.

14. **Claims and Disputes.** Unresolved claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, Contractor shall continue to perform the Services during any such litigation proceedings and City shall continue to make undisputed payments to Contractor in accordance with the terms of this Agreement.

15. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the recipient party at its respective address set forth above or such successor address(es) as that party may hereafter have provided by notice to the other party.

16. **Intellectual Property Rights.** City shall own and retain all right, title and interest in and to the Sculpture and other results of the Services and all notes, drawings, designs, pictures, images, text, audiovisual works, data, information, graphics, designs, layouts and other items, expressions, or work product of any kind that are produced, created, conceived, collected, developed, discovered or made by Contractor in connection with the Services, which relate in any manner to the Services, or which result from any Services produced or undertaken by Contractor for City, including any and all intellectual property rights therein (collectively, the "*Work Product*"). To the extent applicable, City shall be deemed to be the "author" of all Work Product, and all Work Product will constitute "works made for hire" under the U.S. Copyright Act (17 U.S.C. §§ 101 et seq.), and any other applicable law. To the extent that any Work Product does not constitute a work made for hire, Contractor hereby assigns to City all right, title and interest that Contractor may have or may hereafter acquire in all Work Product, including all intellectual property rights therein. Notwithstanding the foregoing, however, Contractor shall be entitled to use and display in his professional portfolio images of the completed Sculpture with proper attribution to the City's commission and ownership of the Sculpture.

17. **Conflicts; Omissions.** In the event of conflicts or inconsistencies within or between this Agreement, the RFP, the Proposal or applicable legal requirements, Contractor shall (a) provide the better quality or greater quantity of Services, or (b) comply with the more beneficial requirements to City, either or both in accordance with City's interpretation.

18. **Additional Provisions.** The following provisions also are integral to this Agreement:

(a) **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

(d) Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

(e) Time. Time is the essence hereof.

(f) Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

(g) Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) Rights and Remedies. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

(i) Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(j) Litigation. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

(k) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

(l) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(m) Authorizations. Each person signing this Agreement represents and warrants that he is authorized to sign this Agreement for the party indicated.

(n) Execution and Delivery. This Agreement may be executed and/or delivered by email, facsimile or other electronic means with the same legal effect as manual execution and physical delivery.

(o) Joint and Several Liability. The liability of Contractor hereunder shall be the joint and several liability of each of the individuals and/or entities which comprise Contractor from time to time.

DATED effective the date first-above written.

CITY:

COTTONWOOD HEIGHTS

ATTEST:


Paula Melgar, Recorder



By: 

Michael J. Peterson, Mayor

CONTRACTOR:

MALEN PIERSON

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DATED effective the date first-above written.

CITY:

ATTEST:

COTTONWOOD HEIGHTS

Paula Melgar, Recorder

By: _____
Michael J. Peterson, Mayor

CONTRACTOR:



4-28-2021
MALEN PIERSON



COTTONWOOD HEIGHTS

2277 East Bengal Boulevard
Cottonwood Heights, UT 84121

Request for Proposals

Arts Council Tree Sculpture

Project Description

Cottonwood Heights "City" announces an exciting opportunity to create an outdoor public sculpture. The sculpture is a project of the Cottonwood Heights Arts Council, an advisory committee to the City. This is an opportunity for a qualified artist to design and install a unique sculpture for the residences to enjoy.

Scope of the project

Cottonwood Heights seeks an artist to create a permanent outdoor public artwork at City Hall. The Following must be submitted in the proposal:

- **Sculpture Design** — The sculptor must symbolize a tree. The tree represents our city, and should incorporate elements associated with, a sense of community, stability, legacy and a growing and thriving place.
- **Description of Physical Layout** — The proposed sculpture will be located on the south east side of Cottonwood Heights City Hall, which is located near a busy roundabout and high school.
- **Architectural Considerations** — The artwork should complement the nature of the space and incorporate applicable aspects of our community. The statue will be lite at night for its safety and artistic appeal
- **Safety** — Due to the vulnerability and concerns for visibility and public safety, loose accessories should be avoided. Avoid moving and easily damaged parts. Maintenance should be a factor.
- **Special Considerations** – Preference will be given to projects which will use sustainable materials.

Policy

The artist retains ownership of design ideas submitted with the proposal until a selection has been made and a contract signed. Once a proposal has been selected and a contract awarded, the selected artwork and copyrights will be owned by Cottonwood Heights, and images of the art may be used for city publicity. This Request for Proposals does not constitute a contract. The City reserves the right to accept or reject any proposal and may elect not to proceed with any proposal. The selected artist must carry his or her own insurance during the installation process.

Selection Process

Proposals will be evaluated by the Cottonwood Heights Arts Council, city staff and if needed other community representatives with knowledge and interest related to this project. Proposals will be evaluated on the following criteria:

- Successful artist experience with similar projects
- Thematic appropriateness
- Appropriate and aesthetic appeal to the site
- Timing
- Budget
- Durability
- Materials
- Practicality and public safety

Budget

Budget should be appropriate to the scope of the project. The project range is \$10,000 - \$14,000. Installment must be included with the proposed budget. Lighting of the artwork for safety and nighttime appeal will be addressed by the city but should be planned for in the design of the sculpture.

Proposal Submittal Procedure

Please submit proposals by 5:00 p.m. MST, on Monday, November 2, 2020. The following material should be submitted for a complete proposal:

- Application Form — The application form acknowledges that the artist is 18 years of age or older, that all art submitted is the product of the artist's hand as represented, and that if the artist's proposal is selected, the artwork produced will be owned by Cottonwood Heights and may be used for City publicity.
- Project Description — Provide a visual depiction of the proposed sculpture and describe how it aesthetically and thematically complements Cottonwood Heights City and City Hall.
- Project Budget — Detail the total costs associated with your proposal, including costs of design, labor, materials, fabrication, and installation.
- Time Frame/Work Plan — Provide a brief outline of the steps involved in completing the proposed sculpture with the time requirements included.
- Bio or Resume — Provide any information on previously related experience not to exceed three pages.
- Insurance will be required from selected artist prior to contract execution.

Submit proposal to: City of Cottonwood Heights

Attn: City Recorder

2277 E Bengal Blvd.

Cottonwood Heights, UT 4121

Attachments:

- Application Form
- Insurance Requirements for Parties Contracting with the city of Cottonwood Heights
- Photo of the sculpture placement



Cottonwood Heights Arts Council Sculpture Project Application

Artist(s) name _____
Address _____
City _____ **State** _____ **Zip code** _____
Phone _____ **Email** _____
Website _____

Proposal Title _____

Please be sure to submit all materials requested in the RFP document.

Certification

I certify that all examples of artwork submitted with this application are original conceptions. If accepted, the artwork produced will become the property of Cottonwood Heights. Images of the work may be used for City publicity. I acknowledge that Cottonwood Heights is not liable for loss or damage to sketches and models submitted, and I am 18 years of age or older.

Signature _____ **Date** _____

All proposals are due by 5:00 p.m. on Monday, November 2, 2020 and should be submitted to:

City of Cottonwood Heights
Attn: City Recorder
2277 East Bengal Boulevard
Cottonwood Heights, UT
84121

Insurance Requirements for Parties Contracting with the city of Cottonwood Heights

The contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contracting party's bid.

A. MINIMUM LIMITS OF INSURANCE.

The contracting party shall maintain limits no less than:

1. *Professional Liability*: \$2,500,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage, including "tail coverage" for at least one year after completion of all services.
2. *Automobile Liability*: \$2,500,000.00 combined single limit per accident for bodily injury and property damage. "Any Auto" coverage is required.
3. *Worker's Compensation*: Worker's compensation limits as required by applicable law for all employees and other persons.
4. *Commercial General Liability*: \$2,500,000.00 combined single limit per occurrence for personal injury and property damage; \$2,500,000.00 annual aggregate. Broad Form Commercial General Liability is required (ISO 1993 or better). Personal injury, premises-operations, products-completed operation, independent contractors, and subcontractors fire legal liability and, when appropriate, coverages for explosion, collapse and underground (XCU) hazards.
5. *Excess Liability*. \$5,000,000.00.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles (5% limit), self-insured programs or retentions must be declared to and approved by the city of Cottonwood Heights (the "City"). At the option of the City, either: the insurer may be required to reduce or eliminate such deductibles or self-insured retentions as respect to the City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT.

The contracting party shall agree to promptly disclose to the City all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

1. *General Liability and Automobile Liability Coverages.*

(a) The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers.

(b) The contracting party's insurance coverage shall be a primary insurance as respects to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

(d) The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

2. *Worker's Compensation and Employer's Liability Coverage.*

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the contracting party for the City.

3. *All Coverages.*

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice (from the insurer) by certified mail, return receipt requested, has been given to the City.

E. ACCEPTABILITY OF INSURERS.

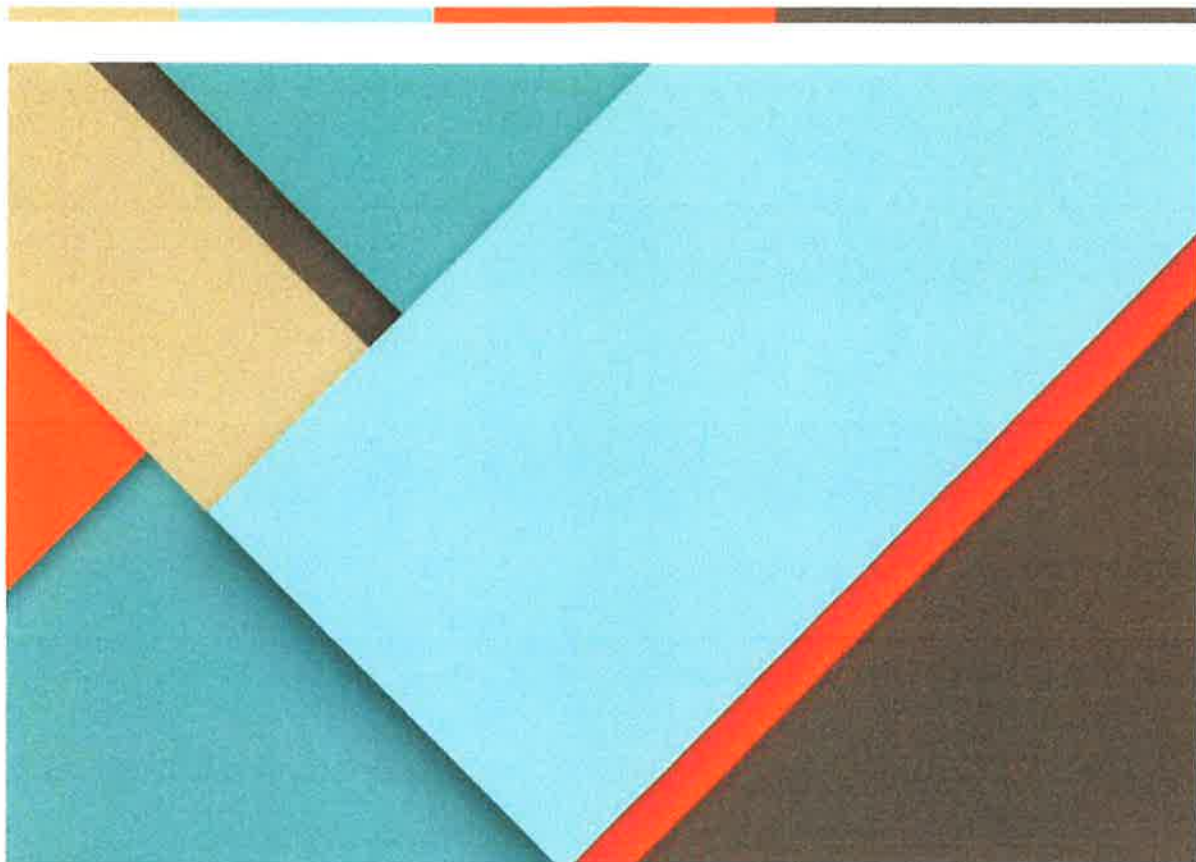
Insurance is to be placed with insurers with a Bests' rating of no less than A:VII, unless approved by the Manager.

F. VERIFICATION OF COVERAGE.

The contracting party shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS.

The contracting party shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.



Tree of HOPE

11.20.2020

Malen Pierson

Sculptor

P.O. Box 184

Lewiston, UT 84320

Overview

Tree sculpture to beautify Cottonwood Heights, Utah.

Goals

1. To create the tree sculpture, tree of hope.
2. To inspire connection and unity for the city.
3. Installation May 2021

Project description

The tree of Hope will be constructed from different sizes of metal pipes, thicker gauge.

Most of the pipes will be recycled and upcycled, giving the sculpture less of environmental footprint.

The tree will be approximately 12 feet tall, it will have metal roots.

The base will be 6 foot in diameter, with the tree in the center, with one foot concrete in a metal ring for stability.

There will be a heart in the middle of the tree, with a solar light on a higher branch that illuminates from the inside, projecting out from the heart, to signify hope.

The tree will be detailed with metal strap that creates a bark look.

Brief outline of steps involved

1. Acquisition of materials
2. Inspection and inspiration at future site of the tree
3. Design and labor, January- March
4. Send photographs of process/ completion of tree
5. Installation of tree late April/ May 2021, weather contingent

Tree of Hope Budget

\$14,000

Labor \$9,000

Materials \$2,500, including welding supplies, pipes, metal strapping,

Metal ring for base of tree.

Installation \$2,000, with concrete and metal form, and hired labor to assist installation.

\$500 liability insurance for one year.

Public Installations

September 2020, SLC International Airport, Delta Sky Club

*State Icons, photo included

June 2018, Conservice Utility, Logan Utah

*Heron, Bison and Moose sculpture, in lobby.

July 2017, Hilton Hotel, Bellevue Washington

*Bison sculpture, photo included

July 2010 City of Steamboat Springs, CO

*2 horse sculptures at Art Depot



**Cottonwood Heights
Arts Council Sculpture Project Application**

Artist(s) name Malen Pierson
Address PO Box 184
City Lewiston State UT Zip code 84320
Phone 435-720-3763 Email VISIONS422@MSN.COM
Website MalenPierson.com

Proposal Title Tree of Hope
Please be sure to submit all materials requested in the RFP document.

Certification

I certify that I am at least 18 years of age and that all examples of artwork submitted with this application are my original creations and conceptions. If accepted, the artwork produced will become the property of the city of Cottonwood Heights and may be used for City publicity or any other City-approved purposes. I acknowledge that the city of Cottonwood Heights is not liable for loss or damage to sketches and models submitted

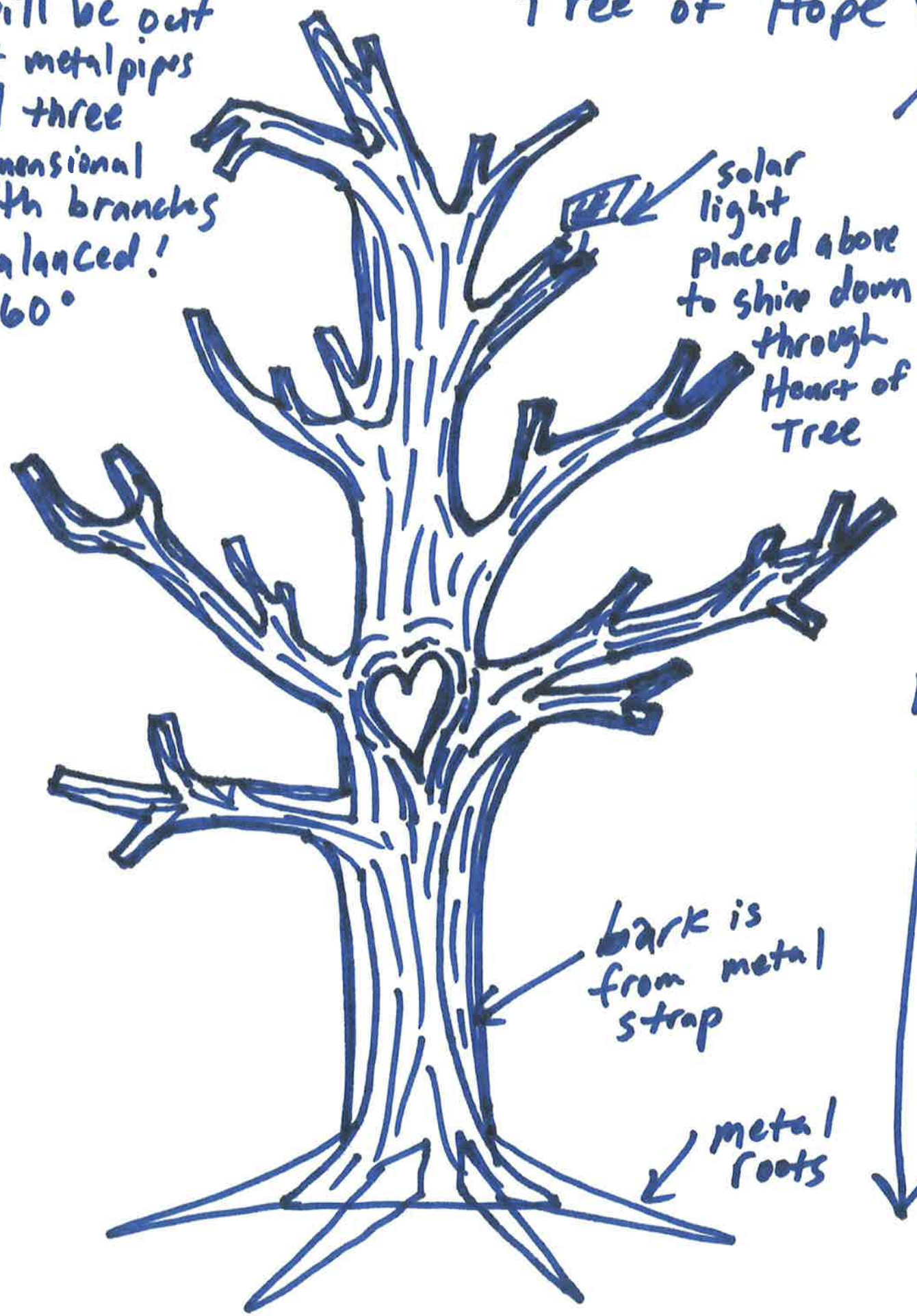
Signature [Signature] Date 11-20-2020

Anticipated Sculpture Location



will be out
of metal pipes
and three
dimensional
with branches
balanced!
360°

Tree of Hope ♡



solar
light
placed above
to shine down
through
Heart of
Tree

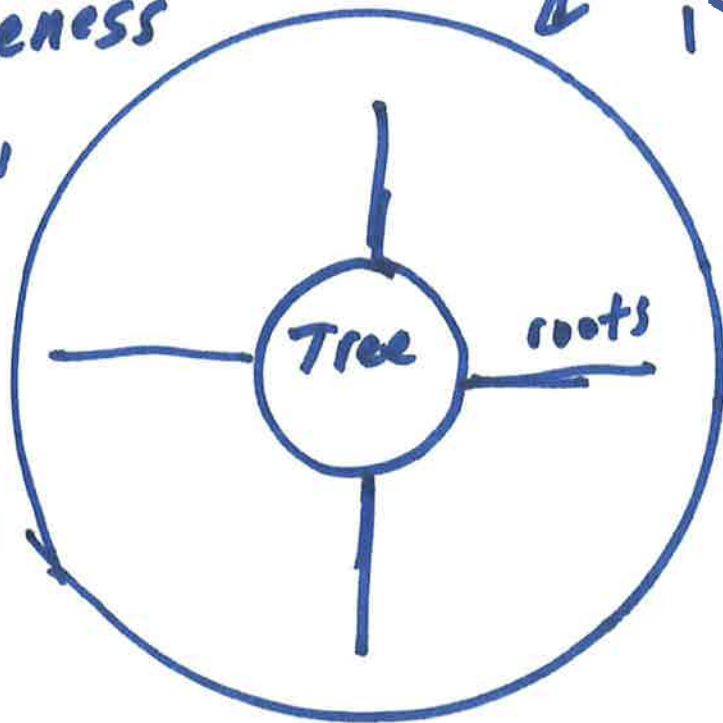
bark is
from metal
strap

metal
roots

12'

Tree will be erected in middle of metal formed round ring 6' in diameter x 1' deep, concrete poured into place with tree and metal roots, the tree will have a solar light at the top of the branch to shine down and outward through heart of tree. The tree is made of recycled pipe and metal with a rustic no maintenance look!

The Tree of Hope represents Oneness in Community, and can stand with solid ground any storms that arise!



concrete
6' diameter
1' deep in
metal ring

Aerial
View



